



## Supreme Court of Pennsylvania

Court of Common Pleas  
 Cecil County

Mercer County

For Prothonotary Use Only:

Docket No:

2021-1385

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

## Commencement of Action:

- ☒ Complaint    ☐ Writ of Summons    ☐ Petition  
☐ Transfer from Another Jurisdiction    ☐ Declaration of Taking

Lead Plaintiff's Name:

Shawn Musulin

Lead Defendant's Name:

STATE FARM FIRE

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: \_\_\_\_\_, within arbitration limits  
☐ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ NoName of Plaintiff/Appellant's Attorney: Frank A. Natale II
☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

**TORT (do not include Mass Tort)**

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/Defamation  
☐ Other: \_\_\_\_\_

**MASS TORT**

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other: \_\_\_\_\_

**PROFESSIONAL LIABILITY**

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional: \_\_\_\_\_

**CONTRACT (do not include Judgments)**

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other \_\_\_\_\_

- ☐ Employment Dispute: Discrimination  
☐ Employment Dispute: Other \_\_\_\_\_

☒ Other: Breach of Contract

**REAL PROPERTY**

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other: \_\_\_\_\_

**CIVIL APPEALS**

- ☐ Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other \_\_\_\_\_

- ☐ Zoning Board  
☐ Other: \_\_\_\_\_

**MISCELLANEOUS**

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other: \_\_\_\_\_

## RECEIPT FOR PAYMENT

=====

Mercer County PA, Prothonotary's Office  
 Ruth A. Bice  
 105 Mercer County Courthouse  
 Mercer, Pa 16137 (724)662-3800

Receipt Date 6/02/2021  
 Receipt Time 14:44:29  
 Receipt No. 253329

SHAWN MUSULIN & ELIZABETH (vs) STATE FARM FIRE

Case Number 2021-01385

Received of: PD BY SHAWN MUSULIN

## ----- Transaction Distribution -----

<u>Cost/Fee Description</u>	<u>Payment Amount</u>	<u>Payee Name</u>
JCS/ATJ FEE	40.25	BUREAU OF RECEIPTS CNTR M D
COMPLAINT FILED	75.00	MERCER COUNTY GENERAL FUND
TAX ON CMPLT	.50	BUREAU OF RECEIPTS CNTR M D
DISC	7.50	MERCER COUNTY GENERAL FUND
PRO AUTO FUND	5.00	PROTHONOTARY AUTOMATION FUND

-----  
 \$128.25

Credit Card# CC \$128.25

-----  
 Total Received..... \$128.25

Case Balance Due: \$ .00

IN THE COURT OF COMMON PLEAS FOR MERCER COUNTY, PENNSYLVANIA

SHAWN MUSULIN

And

Elizabeth Musulin

1115 Royal Oak Court  
Hermitage, PA 16148

Plaintiff

v.

State Farm Fire

6 Hillman Drive  
Chadder Ford, PA 19317

Defendant

Case No.: 2021-1385

RUTH A. BICE  
PROTHONOTARY

2021 JUN -2 PM 2:39

FILED IN MERCER  
COUNTY

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Musulini

Case No. *2021-1385*

v.

State Farm Fire

### NOTICE TO DEFEND

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**Mercer County Bar Association  
Lawyer Referral Service  
PO Box 1302  
Hermitage, PA 16148**

IN THE COURT OF COMMON PLEAS FOR MERCER COUNTY PENNSYLVANIA	
<b>SHAWN MUSULIN</b>  And  <b>Elizabeth Musulin</b>  <i>Plaintiff</i>  V.  <b>State Farm Fire</b>  <i>Defendant</i>	FILED IN MERCER COUNTY 2021 JUN -2 PM 2:39 RUTH A. BICE PROTHONOTARY Case No.: 2021-1385

**COMPLAINT**

Now Comes Plaintiffs Shawn and Elizabeth Musulin and allege the following in their Complaint against the Defendant:

1. Plaintiffs Shawn and Elizabeth Musulin are husband and wife and reside at 1115 Royal Oak Court Hermitage, PA 16148.
2. Defendant State Farm Fire has a Pennsylvania address of 6 Hillman Drive, Chadds Ford, PA 19317 and is an insurance carrier providing home insurance policies in the Commonwealth of Pennsylvania.
3. Plaintiffs Shawn and Elizabeth contracted with Defendants to provide homeowners insurance for their primary residence (address). A copy of the declarations page for that policy is attached hereto as Plaintiff's exhibit #1.

4. As part of the homeowner's policy, defendant agreed in relevant part to insure Plaintiff's Shawn and Elizabeth's home for damages sustained due to weather related incidents.
5. On November 15, 2020, a severe windstorm occurred in Mercer County, PA which caused damage to many homes, including Plaintiffs' residence. (See Plaintiffs' Exhibit #2 a printout of the National Weather Report for November 15, 2020 regarding Western Pennsylvania attached hereto).
6. On November 16, Plaintiff Shawn advised his agent, Mark Hanson of State Farm of the wind damage to his residence.
7. On November 18, 2020 claim was turned in indicating entire roof needed to be replaced due to wind damage.
8. A State Farm contractor, Steve Pidcock was assigned by Defendant to assess the damage to Plaintiffs' residence.
9. After three cancellations by Mr. Pidcock, he scheduled and appeared at the Plaintiffs residence to evaluate the damage on December 13, 2020.
10. Mr. Pidcock indicated to Plaintiff Shawn that the roof did not have enough wind damage to necessitate a replacement, but that it did have enough hail damage to justify a total replacement.
11. A representative/owner of Penn Ohio Roofing (Dustin Golub) was present as well on December 13, 2020 and indicated that the wind damage was severe enough to justify a total replacement of the roof.
12. Upon further discussion, Mr. Pidcock assured Plaintiff Shawn and Mr. Golub that he could write a damage report from hail damage which occurred in the summer of 2020 which would justify payment for a total roof replacement.
13. Plaintiff Shawn and Mr. Golub indicated that they understood Mr. Pidcock's evaluation and that he should proceed in the manner he saw fit.

14. On December 15, 2020, Mr. Pidcock contacted Plaintiff Shawn and advised that he turned in the claim for wind damage.
15. During the call on December 15 with Mr. Pidcock, Plaintiff Shawn asked, "what about the hail damage you indicated you saw?" To which Mr. Pidcock replied, "I can't turn in a claim for that." and he then ended the call with Plaintiff Shawn.
16. On December 16, Plaintiff Shawn advised State Farm Agent Mark Hanson of the three cancellations caused by Mr. Pidcock and the incident regarding hail damage v. wind damage.
17. Agent Hanson assured Plaintiff Shawn that he would take care of Mr. Piddock and that he would be reprimanded/terminated.
18. Plaintiff Shawn inquired as to what was going on with the claim for the roof replacement, to which Mr. Hanson replied, "Let me make another call."
19. A State Farm representative followed up with Plaintiff Shawn and advised that Mr. Piddock had been terminated and that he needed pictures of the damage.
20. The State Farm representatives advised Plaintiff Shawn that they would attempt to find matching shingles to replace those damaged by the windstorm on November 15, 2020.
21. Ultimately State Farm advised Plaintiffs that they located matching replacement shingles. However, gave Mr. Musulin no opportunity to dispute this assertion.
22. Plaintiff's supplied Defendant with a letter and an estimate for the replacement of the roof prepared by Penn Ohio Roofing. (See Plaintiffs Exhibit #3 an attached hereto outlining the need for a roof replacement as well as the cost of said replacement.
23. The roof replacement for Plaintiffs' residence was estimated at \$24,250 as of January 10, 2021. It is unknown if the current cost is equal, greater than or less than that amount as four months have passed.